

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA,

-against-

No. 21-CR—265 (S-1)(PKC)

MICHAEL MCMAHON,  
ZHENG CONGYING and  
ZHU YONG,  
also known as “Jason Zhu,”

Defendants.

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**DEFENDANT ZHU YONG’S EXHIBIT LIST**

Kevin K. Tung, Esq.  
KEVIN KERVENG TUNG, P.C.  
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**转发: 合同草本 (律师的和侦探的)**

发件人: <zyzy996@sina.com>  
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日期: 2016年09月14日 19点06分

----- 原始邮件 -----

发件人: Shi Law Office <liping@shilawoffices.com>  
收件人: "zyzy996@sina.com" <zyzy996@sina.com>  
主题: 合同草本 (律师的和侦探的)  
日期: 2016年08月24日 05点52分

朱先生, 请看附件。侦探的收费可以根据具体情况再商议。这个只是相对标准的合同。侦探说了他会在签约并支付定金后先花450美金去查对方的旅行记录和其他记录以确定大致方向。今后的收费标准可以酌情减低 (比如50元一个小时等)。我的律师合同也是相对标准的, 按照最低的小时价格计的, 估计也不会有太多时间。关键还是希望人可以找到。

谢谢!

Liping Shi, Esq.  
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附件 (1个)

Hourly fee agreement.pdf(410.32K)

YZ0001

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FLUSHING, NEW YORK 11354  
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**ATTORNEY-CLIENT FEE AGREEMENT**

August 23, 2016

LAW OFFICES OF LIPING SHI, P.C. ("Attorney") and \_\_\_\_\_ ("Client") hereby agree that Attorney will provide legal services to Client on the terms set forth below.

1. CONDITIONS. This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement and pays the deposit called for under paragraph 5.
2. SCOPE OF SERVICES. Client hires Attorney to provide legal services in following matter: acting as client's family counsel in assisting client to handle the matter involving a licensed Private Investigator in locating a male subject whose name is \_\_\_\_\_, including the subject's whereabouts, photo or video. (帮助客人通过有执照的私人侦探落实一个男子(姓名\_\_\_\_\_的下落, 以查到他本人出没的地方并拍下照片或录像为准。). Attorney will provide those legal services reasonably required to represent Client and will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.
3. CLIENT'S DUTIES. Client agrees to be truthful with Attorney, to cooperate with Attorney, to keep Attorney informed of developments, to abide by this Agreement, to pay Attorney's bills on time and to keep Attorney advised of Client's address, telephone number and whereabouts. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.
4. WHO WORKS ON THE CASE. Unless it is otherwise specified in this Agreement, Attorney has the right to bring in other lawyers to work on this case. Also, Client gives the power for all lawyers, law clerks, paralegals, legal assistants and interns who are now working or who are hired in the future as employees or independent contractors, to work on this case.
5. DEPOSIT. Client agrees to pay Attorney an initial deposit of \$3,000 by the time of execution of this agreement. The hourly charges will be charged against the deposit. The initial deposit, as well as any further deposit, will be held in a trust account. Client authorizes Attorney to use that fund to pay the fees and other charges as they are incurred. Payments from the fund will be made upon remittance to client of a billing statement. Client acknowledges that the deposit is not an estimate of total fees and costs, but merely an advance for security. Client agrees to pay all deposits after the initial deposit within 10 business days of Attorney's demand. Unless otherwise agreed in writing, any unused deposit will be refunded within 30 days after the conclusion of Attorney's services. (客人先支付 3000 美金定金, 多退少补)
6. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay for legal services as follows. The Attorneys rate shall be \$200 per hour. The paralegal/legal assistant's rate shall be \$100 per hour. The time charged will include the time Attorney spends on telephone calls relating to Client's matter. The Private Investigator's fees shall be paid by Client separately. (律师费每小时 200 美金, 律师助理每小时 100 美金。私人侦探的费用由客人直接支付或通过律师另行支付。)
7. COSTS AND EXPENSES. Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporter's fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants fees, expert witness, professional, mediator, arbitrator and other similar items. Additionally, Client understands that Client may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of Client.
8. STATEMENTS. Attorney shall send Client periodic statements for fees and costs incurred. Client shall pay Attorney's statements within seven (7) days after each statement's date. Client shall pay \$30.00 administrative cost for past due payment. Past due amount of the statement will be subject to a 14% interest charge or the highest interest rate permitted by law, whichever is lower. Client may request a statement at intervals of no less than 30 days. Upon Client's request Attorney will provide a

statement within 10 days. In the event that it becomes necessary for Attorney to engage in a legal action to collect any past due balance, Client agrees to pay reasonable legal fees and costs associated with bringing such legal action. (律师会根据工作给客人定期发账单)

9. LIEN. Deleted.

10. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate with Attorney or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges shall become immediately due and payable, and client agrees to give attorney a lien for legal services rendered and costs advanced on the sum recovered, whether recovered by suit, settlement or otherwise. After Attorney's services conclude, Attorney will, upon Client's request, deliver Client's file to Client, along with any Client funds or property in Attorney's possession unless subject to the lien provided in Paragraph 9 above. (客人可以随时解除与律师的合约)。

11. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of Client's matter are expressions of opinion only. Any estimate of fees given by Attorney shall not be a guarantee. Actual fees may vary from estimates given. (律师不保证案件的结果)

12. EFFECTIVE DATE. This Agreement will take effect when Client has performed the conditions stated in paragraph 1, but its effective date will be retroactive to the date Attorney first provided services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client. Facsimile signature shall have the same effective as original signature for purpose of this Agreement. (从律师收到律师费用后律师开始工作)

**CLIENT UNDERSTAND THAT THERE MIGHT BE POTENTIAL CONFLICT INTEREST ARISING FROM THE FACT THAT ATTORNEY WAS FIRST APPROACHED BY CLIENT'S HUSBAND REGARDING THE SAME MATTER. CLIENT HAS BEEN ADVISED THE POTENTIAL CONFLICT INTEREST AND VOLUNTARILY WAIVE THE CLAIM OF CONFLICT INTEREST, IF ANY.**

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS. THE TERMS HAVE BEEN READ BACK TO CLIENT IN HIS/HER LANGUAGE. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

By: \_\_\_\_\_  
LAW OFFICES OF LIPING SHI, P.C.(ATTORNEY)

By: \_\_\_\_\_  
CLIENT 客人签名

Address 地址: \_\_\_\_\_

Telephone: 电话 Home \_\_\_\_\_ Cell \_\_\_\_\_

### RETAINER AGREEMENT

This letter will confirm that you are employing \_\_\_\_\_ INVESTIGATIVE GROUP, as a private investigator in the following case:

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(具体事宜)

My hourly rate and travel time is \$100.00 per hour, with a minimum of four hours and .55 cents per mile. I will bill you for all of my professional time expended towards your case. (侦探根据实际职业工作收取费用。外出旅行按照每小时 100 美金计算, 最少 4 小时起算, 每英里油费按照 55 美分计算。)

If an investigator has to testify in court at any time, my fee is 500.00 per day. (如果侦探需要出庭作证, 以 500 美金每天计算)

We will furnish you with monthly statements for our professional services, which will be deducted from the retainer. Any unpaid charges that exceed the initial retainer you agree to pay upon receipt. A finance charge of 1% per month will accrue on all costs and fees 30 days or more past due. (侦探每月会给客人寄账单, 费用会从预付的金额中扣除, 多退少补, 不足部分客户需在 30 天内支付, 否则会有 1% 的滞纳金。)

We will commence work in this matter upon receipt of a retainer in the amount of \$5,000, which will be applied each month to the fees incurred and billed. Any unused portion of the retainer will be refunded to the client. (客户预付 5000 美金, 多退少补)

If any litigation arises from this agreement resulting from the non-payment of fees, the prevailing party shall collect attorney fees and costs resulting from the litigation. (如果有不支付账单欠费或其他纠纷, 胜诉方可获得律师费的赔偿)

If any litigation arises from this case at no fault of the investigator, the client shall pay all fees (including the regular hourly rate of the investigator) and costs for any time involved in the litigation process. (如果侦探因办此案引起法律纠纷, 侦探可要求赔偿)

This agreement shall be binding upon client's heirs, executors, and personal representatives. Client hereby certifies that client has read and fully understands the foregoing agreement. (合同一经签订对双方均有约束力)

INVESTIGATOR agrees to utilize the utmost due diligence in the handling of this case including providing detailed reports and itemized bills for all work performed.

Dates this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Client

\_\_\_\_\_  
(客户签名)

Client  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Thank you for the opportunity to assist you in this matter.

\_\_\_\_\_  
(侦探签名)